

To: The Honorable Mayor and City Council

From: Lumane Pluviose-Claude, Deputy City Manager



Date: November 13, 2012

RE: PROPOSAL AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE POLICE ATHLETIC LEAGUE OF NORTH MIAMI, INC., TO PROVIDE FUNDS FOR FIRST GENERATION SCHOLARSHIPS IN THE AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00) BUDGETED FRO FISCAL YEAR 2012-13.

RECOMMENDATION

That the City Council adopts a resolution to authorize the City Manager to execute a Memorandum of Understanding (MOU) to provide funds for First Generation Scholarships to North Miami residents.

BACKGROUND

First Generation Scholarship is a State of Florida innovative program that was established by the Florida Legislature in 2006 to support students who are the first generation of their families to earn a college education. It is designed to bring a university education within reach, to make dreams a reality and to empower young scholars by providing financial aid to qualified undergraduate students attending any Florida state university. It is the only State Program for higher education in the United States to match private donations 100%.

Florida International University (FIU) is the only State University located in North Miami. Currently, 86% of FIU's students are First Generation students who depend on financial aid, of which 161 are North Miami Residents.



Council Report

The city of North Miami proposed to contribute \$10,000.00 to the FIU First Generation Scholarship Fund. Leveraged by the State match, this amount will double to award scholarships in the maximum amount of \$1,000.00 to at least 20 North Miami residents.

This will contribute to North Miami supporting twenty (20) or more among first generation students with financial needs to remain at the university and graduate with a four-year degree.

Attachment

Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE POLICE ATHLETIC LEAGUE OF NORTH MIAMI, INC., TO PROVIDE FUNDS FOR FIRST GENERATION SCHOLARSHIPS IN THE AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00), IN ACCORDANCE WITH THE FLORIDA INTERNATIONAL UNIVERSITY SCHOLARSHIP PLEDGE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami, Florida ("City"), and the Police Athletic League of North Miami, Inc., a not for profit corporation under Section 501(c)(3) of the Internal Revenue Code of 1954 ("PAL"), desire to enter into a Memorandum of Understanding ("MOU") to provide funds for a First Generation Scholarship; and


WHEREAS, under the MOU, PAL will receive from the City an amount not to exceed Ten Thousand Dollars (\$10,000.00) to fund a First Generation Scholarship ("Scholarship") on behalf of the City; and

WHEREAS, on September 24, 2012, the Mayor and City Council approved the Fiscal Year 2012-2013 Financial Budget, which included the funding for this Scholarship by the City; and

WHEREAS, PAL has expressed its capability and willingness to perform in accordance with the terms and conditions of the MOU; and

WHEREAS, the City Manager respectfully requests that the Mayor and City Council authorize the execution of the MOU, in order to accomplish the goals of the Scholarship in assisting a deserving student with the attainment of a post-secondary education.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Memorandum of Understanding, in substantially  between the City of North Miami and the Police Athletic League of North Miami, Inc., to provide Funds for First Generation Scholarships in the amount not to exceed Ten Thousand dollars (\$10,000.00), in accordance with the Florida International University Scholarship Pledge Agreement.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of November, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Marie Erlande Steril	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Jean R. Marcellus	_____ (Yes)	_____ (No)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
THE CITY OF NORTH MIAMI
AND
POLICE ATHLETIC LEAGUE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2012 by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and the **Police Athletic League of North Miami, Inc.**, a not for profit corporation organized and existing under the laws of the State of Florida, having its principal office at 700 NE 124th Street, North Miami, FL 33161 ("PAL"). The City and PAL shall collectively be referred to as the "Parties".

RECITALS:

WHEREAS, the City and PAL desire to enter into this MOU to provide funds for First Generation Scholarships ("Scholarships") in accordance with the Florida International University Scholarship Pledge Agreement, in order to facilitate the attainment of post-secondary education to deserving students; and

WHEREAS, the Florida International University Financial Aid Office ("FIU") will be responsible for recruiting, selecting, and administering the Scholarships and will ensure that selected students are residents of the City. FIU will also review eligibility requirements for additional funds or grants for the selected students.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Recitals: The above recitals are true and correct.
2. City Funding: The City agrees to provide PAL with funds in the amount not to exceed Ten Thousand Dollars (\$10,000.00), in accordance with the City's Budget for Fiscal Year 2012-2013.
3. Acceptance of Funds: PAL agrees to accept from the City, funds in the amount of Ten Thousand Dollars (\$10,000.00).
4. Scholarship Funding: PAL agrees to use the Ten Thousand Dollars (\$10,000.00) to fund Scholarships, in accordance with the Florida International University Scholarship Pledge Agreement (attached hereto as "Exhibit A").
5. Refund of Funds: In the event PAL is unable to fund Scholarships in accordance with the terms of this MOU, then PAL will immediately notify the City and refund the full amount back to the City. The City shall also be entitled to a full refund if FIU, prior to receiving the funds from PAL, ceases to exist or fails to maintain its tax exempt status with the Internal Revenue Service or the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this day and year first above written.

Police Athletic League of North Miami, Inc:
"PAL"

Witness:

By: _____

By: _____

Print Name

Print Name

Date _____

Date _____

ATTEST:

City of North Miami, a Florida municipal
corporation: **"City"**

By: _____

Michael A. Etienne
City Clerk

By: _____

Stephen E. Johnson
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____

Regine M. Monestime
City Attorney